

6-15-04

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PATENT  
030678

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner: :  
In re application of : CONVERTIBLE DEBT HEDGE  
Woodruff et al. :  
Serial No.: 10/759,905 :  
Filing Date: January 16, 2004 :

TRANSMITTAL LETTER FOR 37 C.F.R. § 3.73(b)  
STATEMENT AND POWER OF ATTORNEY

June 14, 2004

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Commissioner:

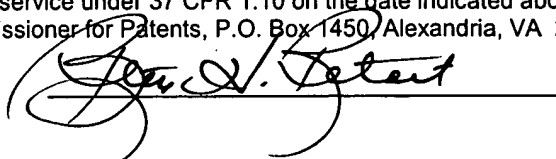
Enclosed please find a 37 C.F.R. § 3.73(b) Statement (the "Statement") for the captioned patent application. The Statement has been executed by an officer of the

"Express Mail" mailing label number

EU991103554US

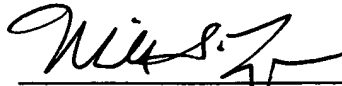
Date of Deposit June 14, 2004

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450.



assignee of the entire right, title and interest in the captioned application as evidenced by the copy of the assignment attached thereto.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Michael D. Lazzara", written over a horizontal line.

Michael D. Lazzara  
Reg. No. 41,142

Attorney for Applicants

KIRKPATRICK & LOCKHART LLP  
Henry W. Oliver Building  
535 Smithfield Street  
Pittsburgh, Pennsylvania 15222-2312

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Customer No. 26285



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
37 C.F.R. § 3.73(b) Statement

Applicants: Woodruff et al.

For: CONVERTIBLE DEBT HEDGE

Serial No.: 10/759,905

Filed: January 16, 2004

**Morgan Stanley (a Delaware corporation)** is the assignee of the entire right, title and interest in the patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the **patent application** identified above. The assignment was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_ or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From \_\_\_\_ To: \_\_\_\_

The document was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

**Power Of Attorney**

I hereby revoke all previous powers of attorney, if any, and appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Tim S. Bedard,	Reg. No. 53,978	Mark R. Leslie,	Reg. No. 36,360
Roberto Capriotti,	Reg. No. 46,599	Daniel R. Miller,	Reg. No. 52,030
George D. Dickos,	Reg. No. 30,048	Franklin B. Molin,	Reg. No. 37,397
Thomas J. Edgington,	Reg. No. 34,324	Robert A. Muha,	Reg. No. 44,249
Christine R. Ethridge,	Reg. No. 30,557	Mark A. Nuzzo,	Reg. No. 53,396
Kami Lammon-Hilinski,	Reg. No. 51,913	Jonathan C. Parks,	Reg. No. 40,120
Jesse A. Hirshman,	Reg. No. 40,016	Bernard G. Pike,	Reg. No. 46,993
Mark G. Knedeisen,	Reg. No. 42,747	Robert V. Racunas, Jr.,	Reg. No. 43,027
William E. Kuss,	Reg. No. 41,919	David Schramm,	Reg. No. 41,295
James R. Kyper,	Reg. No. 27,346	Craig M. Waller,	Reg. No. 54,771
Michael D. Lazzara,	Reg. No. 41,142	Robert D. Yeager,	Reg. No. 25,047
		Laurence J. Bromberg	Reg. No. 36,095

Please Direct All Correspondence to: Michael D. Lazzara, Esq.  
Kirkpatrick & Lockhart, LLP  
Henry W. Oliver Building  
535 Smithfield Street  
Pittsburgh, PA 15222-2312

**Declaration**

I hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

Date

May 25, 2007

Signature



Name

Martin Cohen

Title

Executive Director

ASSIGNMENT OF APPLICATION FOR PATENT

(JOINT INVENTORS)

WHEREAS:

Kevin G. Woodruff, residing at 225 West 83<sup>rd</sup> Street, #6E, New York, NY 10025, a citizen of the USA

Serkan Savasoglu, residing at 180 Riverside Blvd., #27D, New York, NY 10069, a citizen of Turkey

Nathan McMurtray, residing at 271 West 47<sup>th</sup> Street, #49D, New York, NY 10036, a citizen of the USA

(full names and residential addresses of inventors (including countries of citizenship))

(hereinafter referred to as ASSIGNORS), have made an invention or discovery entitled:

CONVERTIBLE DEBT HEDGE

(title of invention or discovery)

☒ for which application for Letters Patent of the United States has been executed on even date herewith, and

☐ for which application for Letters Patent of the United States has been filed on \_\_\_\_\_, under Serial No. \_\_\_\_\_, and

WHEREAS:

Morgan Stanley with an office at 1585 Broadway, New York, New York 10036 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in, to and under said invention or discovery, and in, to and under said United States application, and in, to and under Letters Patent or similar legal protection to be granted thereon in the United States and in any and all foreign countries, and of confirming the same or any part thereof heretofore acquired by ASSIGNEE.

NOW, THEREFORE:

In consideration of the payment by ASSIGNEE to each of ASSIGNORS of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer to and confirm in ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said invention or discovery in the United States and its territorial possessions and in all foreign countries; and to said United States application and any and all other applications on said invention or discovery in whatsoever countries, including any continuations, divisions, substitutes or renewals; and to all Letters Patent, and all reissues, re-examinations, and extensions thereof, or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention or discovery or upon said applications or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted; and every priority right that is or may be predicated upon or arise from said invention or discovery, said applications and said Letters Patent,

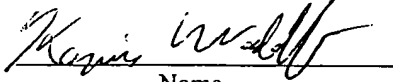
WE, SAID ASSIGNORS, hereby authorize and request the Director of the United States Patent and Trademark Office, the Commissioner for Patents of the United States of America, any other United States Official, and/or any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue or transfer all such Letters Patent for said invention or discovery to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

WE, SAID ASSIGNORS, hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred, set over and confirmed, and that we have not executed and will not execute any agreement in conflict herewith;

AND WE, SAID ASSIGNORS, hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for Letters Patent in any or all countries on said invention or discovery in our names or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, and may claim the benefits of the International Convention or otherwise claim priority rights;

AND WE, SAID ASSIGNORS, hereby further covenant that we will, at any time when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns: communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said invention or discovery or the history thereof, including without limitation the furnishing of any and all documents, photographs, models, samples and other physical exhibits in our control which may be useful for establishing the facts of our conception, disclosures, and reduction to practice of said invention or discovery; execute and deliver to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any and all lawful papers that may be necessary or desirable to perfect the title to the said invention or discovery, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns; if reissues, re-examinations, or other like proceedings involving the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, we will sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation, re-examination and reissue applications so desired, and do all lawful acts requisite for the application for such reissues, re-examinations and the procuring thereof and for the filing of such disclaimers and such applications; and generally do everything possible, including testifying in any legal proceedings, signing all lawful papers and making all rightful oaths, to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year opposite my signature.

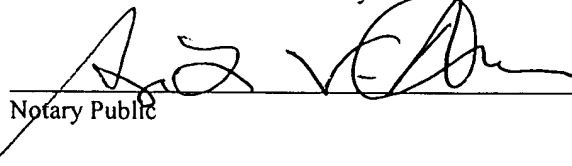
Assignor's Signature:  1-14-04  
Name Date

Assignor's Typed Name: Kevin G. Woodruff  
First Name Middle Initial Last Name

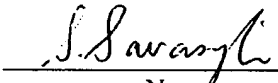
Citizenship:

STATE OF NEW YORK  
SS.:  
COUNTY OF NEW YORK

On this 14<sup>TH</sup> day of JANUARY, 2004, before me, the undersigned authority, personally appeared KEVIN G. WOODRUFF, known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he/she executed the same as his/her own voluntary act and deed.

  
Notary Public  
State of New York  
Qualified in New York County  
Cert. filed in New York County  
Commission Expires September 30, 2006

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year opposite my signature.


Assignor's Signature:  1/14/04  
Name Date

Assignor's Typed Name: Serkan  Savasoglu  
First Name Middle Initial Last Name

Citizenship:

STATE OF NEW YORK  
SS.:  
COUNTY OF NEW YORK

On this 14<sup>TH</sup> day of JANUARY, 2004, before me, the undersigned authority, personally appeared SERKAN SAVASOGLU, known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he/she executed the same as his/her own voluntary act and deed.

  
Notary Public  
GEORGE L. VAN ANTON  
State of New York, No. 31-4688806  
Qualified in New York County  
Cert. filed in New York County  
Commission Expires September 30, 2006

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year opposite my signature.

Assignor's Signature:

Nathan McMurray

Name

1/14/04

Date

Assignor's Typed

Name:

Nathan

First Name

Middle Initial

McMurray

Last Name

• Citizenship:

• STATE OF ) NEW YORK

ss.:

COUNTY OF ) NEW YORK

On this 14<sup>TH</sup> day of MARCH, 2004, before me, the undersigned authority, personally appeared NATHAN McMURRAY, known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he/she executed the same as his/her own voluntary act and deed.

[Signature]  
Notary Public

State of New York, Notary Public  
Qualified in New York County  
Cert. filed in New York County  
Commission Expires September 30, 2006